REQUEST F	OR QUOTA NOT an Order)	TION	This RFQ X is	is not	a small business s	et-as	side			Page	1 <b>Of</b> 28
1. Request No.		te Issued	3. Requisition/Purchas	se Reau	est No.	4. (	Cert For Nat D	ef. Under BDS	SA N	Ratin	g
DAAE20-03-T-0461		03DEC01	_	hedule			Reg. 2 and/or D				DOA5
5A. Issued By TACOM-ROCK ISLAN	1D		W52H09				6. Deliver by	(Date)	chedule		
AMSTA-LC-CTR-R ROCK ISLAND IL	61299-7630						7. Delivery				
							FOB Destination	on	X O	her	
5B. For Information		nd telephone	no.) (No collect calls)								
EMAIL: GERENL@R		09)/62-1/1	4								
8. To: Name and Ad	dress, Including	g Zip Code					9. Destination	n (Consignee	and addı	ess, in	cluding
							Zip Code)				
								See S	chedule		
10. Please Furnish of the Issuing Office in or Before Close of B (Date)	Block 5A On susiness	please ind pay any c Supplies a	ANT: This is a request for icate on this form and re- osts incurred in the prepare of domestic origin unlocated quest for Quotation must	eturn it paration less othe	to the address in n of the submissi erwise indicated b	Bloc on o by qu	ck 5B. This red of this quotation	quest does not n or to contr	t commit act for s	the Gouphie	overnment to s or services.
		1	1. Schedule (Include app	plicable	Federal, State, a	nd lo	ocal taxes)				
Item Number (a)			s/Services (b)		Quantity (c)		Unit (d)	Unit Pr (e)	rice		Amount (f)
(a)			(0)		(c)		(u)	(c)			(1)
12. Discount For Pro	ownt Payment	(See S	chedule) a. 10 Calendar Days		20 Calendar Da	. The state of the	a 30 Cole	endar Days	l a	Calan	dar Days
12. Discount For Fre	этрі ғаушені		a. 10 Calendar Days		20 Calendar Da	ys %	c. 30 Care	muai Days %	Num		Percentage
NOTE: Additional	provisions and	renresentati	ons are are not	attach	-d.		1				<u> </u>
13. Name and Addre Zip Code)		_		14. Si	gnature of Person uotation	n Au	thorized to Sig	n	15. Dat	e of Qu	uotation
							16. Si	igner			
				a. Na	me (Type or Prin	t)			Area C	b. Tele	phone
				c. Tit	le (Type or Print)	)			Numbe		
AUTHODIZED FO	DIOCAL DED	DODLICTIC	NAT .				Ctone	lard Form 18	(D 9 (	05)	

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SUPPLEMENTAL INFORMATION

- 1. THIS SOLICITATION, DAAE20-03-T-0461, WILL RESULT IN THE COMPETITIVE AWARD OF A LONG TERM, FIRM-FIXED PRICE, 3-YEAR INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIO) TYPE CONTRACT FOR THE CIRCUIT CARD ASSEMBLY, NSN: 5999-01-204-4175. SEE FAR 16.504 AS WELL AS FAR CLAUSES 52.216-18, 52.216-19 AND 52.216-22 FOR ADDITIONAL INFORMATION ON IDIQ TYPE CONTRACTS.
- 2. THE FOLLOWING ARE THE DATES OF THE ORDERING PERIODS (OP) COVERED BY THIS SOLICITATION:

ORDERING PERIOD (OP) 1: AWARD DATE - 31 DEC 2004

ORDERING PERIOD (OP) 2: 01 JAN 2005 - 31 DEC 2005

ORDERING PERIOD (OP) 3: 01 JAN 2006 - 31 DEC 2006

- 3. THE MINIMUM AND MAXIMUM QUANTITIES, ON THE PRICE EVALUATION SPREADSHEET AT EXHIBIT A ARE PROVIDED SOLELY FOR THE PURPOSE OF ESTABLISHING REASONABLE RANGES OF QUANTITIES AGAINST WHICH TO PROVIDE PRICES IN THE EVENT THAT ORDERS BEYOND THE GUARANTEED MINIMUM QUANTITY ARE EXECUTED. THE GOVERNMENT HAS WEIGHTED THE RANGES BASED ON THE LIKELIHOOD THAT IF AN ORDER IS PLACED, IT WILL BE PLACED IN THAT PARTICULAR RANGE. SEE SECTION M FOR EVALUATION PROCEDURES. NOTE: OFFERORS MUST COMPLETE THE PRICE EVALUATION SPREADSHEET AT EXHIBIT A IN ORDER TO BE CONSIDERED FOR AWARD.
- 4. THE QUANTITY OF 30 EACH CIRCUIT CARD ASSEMBLIES, NSN: 5999-01-204-4175, IS THE ONLY MINIMUM GUARANTEED QUANTITY TO BE AWARDED UNDER THIS SOLICITATION AND SPECIFICALLY REPRESENTS THE "MINIMUM GUARANTEED QUANTITY" AS DEFINED BY REFERENCED FAR AND DFAR CLAUSES CONTAINED WITHIN THIS SOLICITATION DOCUMENT EITHER IN FULL TEXT OR BY REFERENCE. ALL OTHER ESTIMATED QUANTITIES ARE ESTIMATES ONLY AND DO NOT BIND THE GOVERNMENT IN ANY WAY.
- 5. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES. DELIVERIES WILL BE DUE AS OUTLINED IN THE SECTION B SCHEDULE. ANY RESULTING DELIVERY ORDER WILL BE ISSUED UTILIZING THE UNIT PRICE PROPOSED FOR THE APPLICABLE PRICING PERIOD.
- 6. PRICES SHALL BE SUBMITTED ON F.O.B. DESTINATION BASIS. ALL SHIPMENTS WILL BE SENT TO:

SHIP TO: RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V GATE 44 BLDG 184

TEXARKANA TX 75507-5000

- 7. PROPOSALS MUST INCLUDE INFORMATION REQUESTED IN CLAUSE CS6500 (STATEMENT OF WORK STABLE BASE MYLARS) OF THIS SOLICITATION.
- 8. THIS SOLICITATION IS ISSUED UNDER COMPETITIVE PROCEDURES, AS A 100 PERCENT SMALL BUSINESS SET-ASIDE.

	*** END OF NARRATIVE A 001 ***	
Regulatory Cite	Title	Date

- NOTICE TO OFFERORS USE OF CLASS I OZONE-DEPLETING SUBSTANCES HO. DA JIII./1993
- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(End of Clause)

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2 52.201-4501 TACOM-RT NOTICE ABOUT TACOM-RI OMBUDSMAN

APR/2002

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
  - b. If you think that this solicitation:
    - 1. has inappropriate requirements; or
    - 2. needs streamlining; or
    - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3224

Electronic Mail Address: ombudsman@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
  - (1) TACOM-RI solicitation number;
  - (2) Name of PCO;
  - (3) Problem description;
  - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

3 52.204-4505 TACOM-RT DISCLOSURE OF UNIT PRICE INFORMATION

FEB/2003

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23,1987), of our intention to release unit prices of the awardee in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such release prior to submission of initial proposals.

(End of clause)

AS7909

4 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

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Name of Offeror or Contractor:	•			
5 52.211-4506 TACOM-RI	INSTRUCTIONS R	EGARDING SUBSTITUTIONS FOR M	ILITARY AND FEDERAL	DEC/1997
	to propose Mana	gement Council approved Sing	le Process Initiatives (S	Specifications and Standards, wh SPIs) in their bids/quotes/offer
(b) An offeror proposing to required by DFARS 252.211-7005 o	=		shall identify the follo	owing for each proposed SPI as
PI MI	LITARY/FEDERAL	LOCATION OF	FACILITY	ACO
	SPEC/STANI	DARD REQUIRE	MENT	
<del></del>				<del></del>
acceptance for each SPI process	proposed.	ify any SPI in paragraph (b)	above, the Government sh	
-		ror in the Schedule in Secti	-	
(1) If an SPI is ident	ified in paragr	aph (b) above, the Governmen	t will presume that the p	orice is predicated on the use o
(2) If there is no SPI equirements as stated in the sc		paragraph (b) above, the Gov	ernment will presume the	price is predicated on the
he Head of the Contracting (HCF such a determination is made, ar will be determined nonresponsive	A)/Program Execund the bid/quote e. Bidders/quote	tive Officer (PEO) level tha /offer only identifies a pri rs/offerors who propose SPI	t the proposed SPI is not ce predicated on use of p processes are encouraged	nment could make a determination c acceptable for this procurement proposed SPI, the bid/quote/offe to provide a price below to ref ation to preclude possibly being
CLIN	חחדמי	E \$		
CLIN		E \$		
CLIN		E \$		
CLIN	PRICE	r ¢		

(AS7008)

6 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED FEB/2002

(End of clause)

- 1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/).
- 2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).
  - 3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy

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#### Name of Offeror or Contractor:

bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

7 52.233-4503 AMC-LEVEL PROTEST PROGRAM
TACOM-RI

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680 Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/cc/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

8 52.243-4510 DIRECT VENDOR DELIVERY TACOM-RI

JAN/1999

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

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	(End of clause)		

(AS7012)

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	PRODUCTION QUANTITY				
	SECURITY CLASS: Unclassified				
	CIRCUIT CARD ASSEMBLY				
	PRODUCTION QUANTITY NSN: 5999-01-204-4175				
	NOUN: CIRCUIT CARD ASSEMBLY				
	FSCM: 19200				
	PART NO.: 11784523				
	ORDER PERIOD 1: AWARD DATE - 31 DEC 2004				
	ORDER PERIOD 2: 01 JAN 2005 - 31 DEC 2005				
	ORDER PERIOD 3: 01 JAN 2006 - 31 DEC 2006				
	DELIVERY DUE 180 DAYS AFTER RECEIPT OF ORDER				
	DELIVERI DUE 100 DAIS AFIER RECEIPT OF ORDER				
	GUARANTEED MINIMUM QUANTITY: 30				
	MAXIMUM TOTAL CONTRACT QUANTITY: 270				
	ENTER PROPOSED PRICES AT EXHIBIT A. DO NOT ENTER PRICES ON THIS PAGE.				
	NOT ENTER TRICES ON THIS TROS.				
	SHIP TO: FREIGHT ADDRESS				
	(SRW390) SR W390 RED RIVER MUNITIONS CTR				
	HIGHWAY 82 WEST CL V GATE 44 BLDG 184				
	TEXARKANA TX 75507-5000				
	INSPECTION AND ACCEPTANCE				
	INSPECTION: ORIGIN ACCEPTANCE: ORIGIN				
	FOB POINT: DESTINATION				
	ONLY TACOM-ROCK ISLAND IS AUTHORIZED TO ISSUE				
	DELIVERY ORDERS UNDER THIS CONTRACT				
	(End of narrative B001)				
	Packaging and Marking				
	rackaging and marking				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	DD FORM 1423			\$** NSP **	\$* NSP **
	SECURITY CLASS: Unclassified				
	CONTRACTOR WILL PREPARE AND DELIVER THE TECHNICAL DATA IN ACCORDANCE WITH THE REQUIREMENTS,				
	QUANTITIES, AND SCHEDULES SET FORTH IN THE				
	CONTRACT DATA REQUIREMENTS LIST (DD FROM 1423), EXHIBIT B				
	EARIBII				
	(End of narrative B001)				
	Turnahian and Daranhana				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination				

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#### Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

9 52.210-4501 TACOM-RI DRAWINGS/SPECIFICATION

MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 11784523 with revisions in effect as of 08/07/03 (except as follows):

DOCUMENT DELETE REPLACE WITH

11784523 MIL-R-39008/1 USE " RCR " TYPE/ OR MIL-PRF-39017/1

REPLACEMENTS FOR RESISTORS OF THE SAME RESISTANCE VALUE AND TOLERANCE AS SPECIFIED IN MIL-R-39008/1

(CS6100)

10 52.210-4513 STATEMENT OF WORK - STABLE BASE MYLARS

FEB/1994

ACAL

Stable Base Mylars Master(s) are required as follows:

CLIN(s) DRAWING NO(s) PRON NO(s) NSN(s)

0001 11784524 M131MJ46M1 5999-01-204-4175

THE OFFEROR REPRESENTS THAT:

\_\_\_\_\_\_ I CAN SUPPORT THE GERBER FILE FORMAT FOR THE STABLE BASE MYLARS MASTERS AT THE FOLLOWING E-MAIL ADDRESS: (FILL IN WITH APPROPRIATE E-MAIL ADDRESS)

<u>OR</u>

\_\_\_\_\_ I CANNOT SUPPORT THE GERBER FILE FORMAT FOR THE STABLE BASE MYLARS MASTERS

IF THE SUCCESSFUL OFFEROR CANNOT SUPPORT THE GERBER FILE FORMAT, THE GOVERNMENT WILL BE ALLOWED 30 DAYS FROM DATE OF AWARD TO PROVIDE THE STABLE BASE MASTER DRAWINGS.

(End of Clause)

(CS6500)

11 52.211-4505 AVAILABLE TECHNICAL DATA PACKAGE (TDP)

ACOM RI

APR/2000

a. The Technical Data Packages (TDPs) for this solicitation is currently accessible on the Internet in the National Stock Number/TDP column of the Open Solicitations Web Page listing associated with this solicitation (address:

http://aais.ria.army.mil/aais/Padds web/index.html). Contractors who are interested in bidding, offering, or quoting on the item(s) being solicited must download a copy of the TDP so that they will have access to the TDP in accordance with the solicitation. Hard

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copies of the TDP will NOT be provided during the solicitation process. At time of award, the TDP will continue to be accessible on the Internet on the Award Web Page for an additional 30 days.

(End of Clause)

(CS7102)

12 52 248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION JUL/2001

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs), and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall included NORs completely defining the change to be made. Contractors may also submit RFD, which define a temporary departure from the Technical Data package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings under the terms of the VE clause in the contract.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of Clause)

(CS7110)

PACKAGING AND MARKING

13 52.211-4502 PACKAGING REQUIREMENTS (COMMON/SELECTIVE GROUP) TACOM-RI

OCT/2003

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below and all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15 Dec 99, including Notice 1 dated 10 May 02.

Preservation: MILITARY Level of Packing: B Quantity per Unit Package: 001

b. MIL-STD-2073-1, Appendix J establishes and defines codes used in describing military packaging methods and materials. The following codes from Appendix J apply:

Preservation Method Code......GX (Table J.I. and J.IA.) Cleaning Procedure Code.....1 (Table J.II) Preservative Material Code......00 (Table J.III) Wrapping Material Code.....XX (Table J.IV) Cushioning and Dunnage Code.....XX (Table J.V) (Table J.VI) Thickness of Cushioning or Dunnage Code.....X Unit Container Code......ZZ (Table J.VII) Intermediate Container Code......10 (Table J.VII) Ouantity per Intermediate Container Code..AAA (Appendix J.R.11) Packing Code.....Q (Table J.IX and J.IXA) (Table J.X)

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feed or more unless skids or other forklift handling features are included on the containers. Pallet loads must

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be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Date 15 Dec 02 including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

Contractors and vendors shall apply address markings using a bar coded military shipment label (MSL)for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have bar coding applied as per Direct Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston).

Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consigner".

Military Shipping Label. The Army has developed software to create Military Shipment Labels. It's called Computer Automated Transportation Tool Military Shipment Label/Issue Receipt Release Document (CATT MSL/IRRD) and is available to anyone with a contract wit the government. The software can be downloaded from the following website main page: http://www.asset-trak.com/catt/htm. Or go directly to the software download page http://www.asset-trak.com/catt/msl\_irrd/msl\_irrddownload.htm. Be sure to bookmark this page for future releases of CATT MSL/IRRD.

- e. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program
- f. These packaging requirements are intended to provide protection against environmentally induced corrosion and deterioration, physical and mechanical damage, and other forms of degradation during storage, multiple handling, and shipment associated with the military distribution system. The Government encourages contractors to submit requests for changes that will result in savings or improve the packaging. Please submit request for changes in accordance with the RFD/RFW clause of the contract. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing at contractor's expense.
  - g. SUPPLEMENTAL INSTRUCTIONS: ZZ = PLACE BAGGED CURCUIT CARD INTO A SUPPLEMENTARY UNIT CONTAINER, CODE NS.

(End of clause)

(DS6416)

## INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

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(EA7001)

14 52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE A	AUG/1996
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15 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994

TACOM-RI

- a. Rework and Repair are defined as follows:
- (1) Rework The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
- (2) Repair The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.
- c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.
- d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
- e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

#### DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

16	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
17	52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	APR/1984
18	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
19	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
20	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
  - (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in

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triplicate at least ten days prior to date supplies will be available for shipment;

- (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
  - (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

- 21 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA ALTERNATE III MAY/2002 DFARS

  22 52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) NOV/2001
- TACOM-RI

  (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the
- clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is GERENL@RIA.ARMY.MIL. The data fax number for submission is (309)782-6992, ATTN: LORRAINE GEREN.
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:
  - (1) The FMS/MAP copies may be submitted to:

(End of Clause)

(HS6510)

23 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it:

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## Name of Offeror or Contractor:

If NO, give name and address of nearest rail freight station and carrier serving it:
Rail Freight Station Name and Address:
Serving Carrier:
(End of Clause)

(HS7600)

#### CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

24	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
25	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
26	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
27	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
28	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
29	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
30	52.232-18	AVAILABILITY OF FUNDS	APR/1984
31	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
32	52.243-1	CHANGES - FIXED PRICE	AUG/1987
33	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
34	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
35	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
36	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
37	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
38	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	APR/2003
39	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
40	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAR/2003
41	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
42	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
43	252.244-7000 DFARS	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	MAR/2000
44	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
45	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	OCT/2003

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(IF8001)

46 52.216-18 ORDERING

OCT/1995

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 31 December 2006.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

(IF6155)

47 52.216-19 ORDER LIMITATIONS

OCT/1995

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 15, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
  - (b) Maximum order. The Contractor is not obligated to honor -
  - (1) Any order for a single item in excess of 90;
  - (2) Any order for a combination of items in excess of 90; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

48 52.216-22 INDEFINITE QUANTITY

OCT/1995

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including

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the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 December 2007.

(End of clause)

(IF6036)

49 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

50 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

51 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS
DFARS

FEB/2003

- (a) <u>Definition</u>. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at http://www.dcma.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--
  - (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
  - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

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- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

Facility	rs	_
Military	or Federal Specification or Standard:	_
Affected	Contract Line Item Number, Subline Item Number, Component, or Element:	_
	If a prospective offeror wishes to obtain, prior to the time specified for receip eceptable replacement for military or Federal specifications or standards required	<del>-</del>
offer;bu	(1) May submit the information required by paragraph $(d)$ of this clause to the C	ontracting Officer prior to submission of an
	(2) Must submit the information to the Contracting Officer at least 10 working d	

(End of Clause)

(IA7009)

SPI Process:\_

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LIST OF ATTACHMENTS

List of Number Addenda Title Date of Pages Transmitted By Exhibit A PRICING EVALUATION SPREADSHEET Exhibit B CONTRACT DATA REQUIREMENTS LIST

Attachment 001 DOCUMENT SUMMARY LIST

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at https://aais.ria.army.mil/aais/SOLINFO/index.htm. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of <u>Addenda</u>	<u>Title</u>	<u>Date</u>	Number of Pages
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs
	(End of Clause)		

(End of Clause)

(JS7001)

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REPRESENTATIONS.	CERTIFICATIONS,	AND	OTHER	STATEMENTS	OF	OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

		http://www.arr	net.gov/far/ on	r www.acq.osd.	mil/dp/dars		
If the provi	sion requires addit	tional or unique information	on, then that info	ormation is provi	ded immediately	after the provision	n title.
(KA7001)							
52	52.204-6	DATA UNIVERSAL NUMBERING	S SYSTEM (DUNS) N	JMBER		OCT/2003	
53 (a)(1)	52.219-1 The North American	SMALL BUSINESS PROGRAM In Industry Classification S			sition is 334418	APR/2002 3.	
(2) Th	e small business s	ize standard is 500.					
		ize standard for a concern of urnish a product which				n on a construction	n or servi
(b) Re	presentations. (1	The offeror represents a	as part of its of	fer that it	is,is not	a small business c	oncern.
		e offeror represented itselits offer that itis,					
		e offeror represented itselits offer that itis,_					.) The
	omplete only if the esents as part of :	e offeror represented itse its offer that -	f as a small bus:	iness concern in p	paragraph (b)(1)	of this provision	.] The
	) it						
	is is not						
	ned small business	concern.					
provision.)		e offeror represented itse sents as part of its offer		wned small busine	ss concern in pa	aragraph (b)(4) of	this
	is not	ed small business concern.					
a service-ur	sabled veteran-own	ed Small Dusiness Concein.					
	mplete only if offe as part of its offe	eror represented itself as er, that -	small business co	oncern in paragra	ph (b)(1) of thi	s provision). The	offeror
(i)	it						
_	_is						
a HUBZone sm maintained b	y the Small Busines	rn listed, on the date of t ss Administration, and no r it was certified by the Sma	material change in	n ownership and c	ontrol, principa	al place, or HUBZon	
		-				·	
	) it is						

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint

\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the  ${\tt HUBZ}{\tt one}$  representation.

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(7) (Complete if the the category in which its	e offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall che ownership falls]:
Black American.	
Hispanic Americ	an.
Native American	(American Indians, Eskimos, Aleuts, or Native Hawaiians).
Taiwan, Laos, Cambodia (K Republic of the Marshall	merican) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, ampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macar rbati, Tuvalu, or Naura).
Subcontinent As	ian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the 1).
Individual/conc	ern, other than one of the preceding.
(c) Definitions. As	used in this provision -
"Service-disabled v	reteran-owned small business concern" -

- (1) Means a small business concern -
- (i) NOt less than 51 percent of which is owned by one or more service-disabled veterans, or, in the case of any publicly owned business, not less that 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or, in the case of a veteran with permanent and sever disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

- (1) Not less than 51 percent of which is owned by one or more veteran (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
  - (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and

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(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6014)

54 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

#### OFFEROR RECOMMENDATIONS

PRICE

ITEM QUANTITY QUOTATION TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of Provision)

(KF7003)

55 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

FEB/1999

The offeror represents that -

- (a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ( ) has, ( ) has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

52 222-25

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The offeror represents that (a) it

( ) has developed and has on file,

( ) has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it

( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

(KF7020)

56

57 252.225-7000 BUY-AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE DFARS

AFFIRMATIVE ACTION COMPLIANCE

APR / 200

APR/1984

- (a) Definitions. Domestic end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
  - (b) Evaluation. The Government -
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
  - (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitations, the offeror certifies that -
  - (i) Each end product, except those listed in paragraph (2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
  - (2) The Offeror certifies that the following end products are qualifying country end products:

(Line Item Number)			
(Country of Origin)			
(3) The following end products are other foreign end products:			
(Line Item Number)			
(Country of Origin) (If known)			

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(End of Provision)

(KA7703)

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- 1. THE OFFEROR WILL ENTER UNIT PRICES FOR ALL QUANTITY RANGES AND PRICING PERIODS ON THE PRICE EVALUATION SPREADSHEET. ALL UNIT PRICES PROPOSED WILL BE BINDING.
- 2. THE GOVERNMENT RESERVES THE RIGHT TO REQUIRE THE SUBMISSION OF ANY DATA NECESSARY TO VALIDATE THE REASONABLENESS OF AN OFFER.

#### \*\*\* END OF NARRATIVE L 001 \*\*\*

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58	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF	DEC/1999
		SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE	
		ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST,	
		DOD 5010.12-L	
59	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DOA5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

60 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of Provision)

(LF7015)

61 52.208-4500 ACQUISITION OF FEDERAL PRISION INDUSTRIES ITEMS FOR SIMPLIFIED JAN/2003
TACOM RI ACQUISITION PROCEDURES (SAP)

(a) In accordance with FAR 8.602 and DFARS 208.602, the supplies covered by this solicitation are determined to be products furnished by Federal Prison Industries (FPI). This solicitation will constitute market research as well as the instrument to evaluate for award.

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(b) Unless quotations/proposals received demonstrate that FPI's product is <u>not</u> comparable to products available from the private sector in price, quality, and time of delivery, award will be made to FPI.

(c) Notwithstanding the inclusion of any set-aside provision or clause in this solicitation, award may be made to FPI, even if this solicitation is subject to a set-aside provision.

(d) By signing an award resulting from this solicitation, the contracting officer signifies that a comparability determination has been made.

(End of Provision)

(LS7024)

62 52.215-4510 ELECTRONIC BIDS/OFFERS NOV/2001
TACOM-RI

- 1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.
- 2. Bidders/Offerors/Quoters are required to submit their bids/offers/quotes for this solicitation via electronic response on the TACOM-RI Business Opportunities, open Solicitations web page, or via facsimile (datafax) to 309/782-2047.

NOTE: ELECTRONIC RESPONSES: You may submit multiple files against a solicitation. However, all the files must only pertain to the one solicitation. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately and must be properly identified.

FACSIMILE RESPONSES: Facsimile bids or offers should only be sent to our secure facsimile machine at Area Code 309 782-2047. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately against that solicitation, and must be properly identified.

TACOM-RI will not be responsible for electronic or facsimile responses that are not submitted correctly and/or are improperly identified.

3. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

https://aaisbids.ria.army.mil and click on the icon for additional information.

- 4. Assuming that your bid/proposal/quote was transmitted successfully electronically, you will receive the following message:
- "A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.

<https://aais.ria.army.mil/aais/Padds\_web/index.html>."

- 5. If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.
- 6. Bids/Proposals/Quotes must arrive in their entirety by the time specified in the solicitation. Bidders/Offerors/Quoters bear the responsibility of timely transmission of their bids/offers/quotes to ensure the availability of an open transmission line and to take into consideration the length of time required to complete the required upload transaction prior to the time established in the solicitation.

(End of Provision)

(LS7011)

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TACOM RI

63 52.215-4511 ELECTRONIC AWARD NOTICE

FEB/2002

- a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.
- b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.
- c. Notice of award to unsuccessful offerors shall be issued only via the Federal Business Opportunities (FedBusOpps)or electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the FeDBusOpps to determine if an award has been made. In this event, the vendor's failure to check the FedBusOpps to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's	Electronic	Mail	Address:			
				(End	of	Provision)

(LS7013)

EVALUATION FACTORS FOR AWARD

- 1. THE GOVERNMENT WILL EVALUATE OFFERS BASED ON PRICES PROPOSED FOR ALL ORDERING PERIODS AND ANY OTHER PRICE RELATED FACTORS REQUIRED BY THE SOLICITATION.
- 2. FOR PURPOSES OF EVALUATING CLIN 0001 THE PROPOSED UNIT PRICE FOR EACH ORDER QUANTITY RANGE WILL BE MULTIPLIED BY THE WEIGHT OF THE RANGE AND THE MINIMUM ORDER QUANTITY OF THE RANGE TO DETERMINE A WEIGHTED UNIT PRICE. THE WEIGHTED PRICE FOR EACH ORDERING PERIOD WILL BE THE SUM OF THE WEIGHTED UNIT PRICES FOR ALL ORDER QUANTITY RANGES.
- 3. THE EVALUATED CLIN PRICE IS THE SUM OF THE WEIGHTED PRICES FOR ALL ORDERING PERIODS.
- 4. IF AN OFFEROR FAILS TO PROPOSE FOR ALL QUANTITIES ON ALL ORDERING PERIODS, THE GOVERNMENT MAY REJECT THAT OFFER AS UNACCEPTABLE.

\*\*\* END OF NARRATIVE M 001 \*\*\*

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

64 52.215-4507 EVALUATION OF OFFERS MAR/1988
TACOM-RI

An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

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#### Name of Offeror or Contractor:

(MS7100)

65 52.245-4519

EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND

FEB/1996

TACOM-RI RESEARCH PROPERT

- (a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.
- (b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

Offer	iq	predicated	Oη	1190	οf	Covernment	property	in	offeror'	Q	nossession

\_\_\_\_\_ Offer is predicated on use of Government property in possession of offeror's proposed subcontractors or vendors.

Identification of facilities contract or other agreement under which such property is held:

Type of Contract or Agreement:	
Number and Date:	
ognizant Government Agengy (including address):	

- (c) Offeror is required to submit with his offer:
- (1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.
- (2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

Bidders are cautioned that if a bid is submitted in response to an invitation for bids and if that bid is predicated on the use of Government property, then the failure of the bidder to submit the information required in this paragraph (c) may result in the bid being determined nonresponsive.

- (d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.
- (e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.
- (f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror: \_\_\_\_ months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent-free use required through the month scheduled for final delivery.
  - (g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

 $\underline{\text{TxRxPxS}} = C$ 

Q

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

- R: Rental rate.
- P: Production period (months).

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- Q: Quantity of items to be procured.
- S: Pro rata share, if applicable.
- C: Evaluation factor to be added to unit price.
- (h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.
- (i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.
  - (j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.
- (1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.
- (2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:
  - (i) Refuse to authorize the subcontractors use of such property, or;
- (ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

(MS7006)